

RE

06-24-1998

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings     **6-17-98**



Y

To the Honorable Commissioner of

100745897

attached original documents or copy thereof.

1. Name of conveying party(ies):  
General Electric Capital Corporation

- Individual(s)
- General Partnership
- Corporation-State - New York
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other See Attached
- Merger
- Change of Name

Execution Date: March 22, 1996

2. Name and address of receiving party(ies)

Name: Pfaltzgraff Investment Company  
 Internal Address: JUN 17 1998  
 Street Address: 140 East Market Street  
 City: York State: PA ZIP: 17405

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No N/A  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
NONE

B. Trademark Registration No.(s)  
SEE ATTACHED LIST

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Barbara L. (Pixie) Waite  
 Internal Address: VENABLE, BAETJER, HOWARD & CIVILETTI, LLP

Street Address: 1201 New York Ave., N.W., Suite 1000

City: Washington State: D.C. ZIP: 20005

6. Total number of applications and registrations involved: 60

7. Total fee (37 CFR 3.41).....\$ 1,515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0261

(Attach duplicate copy of this page if paying by deposit account)

06/23/1998 JSHABAZZ 00000107 220261 1147711

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
 02 FC:482 1475.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

BARBARA L. (PIXIE) WAITE  
Name of Person Signing

Signature

June 17, 1998

Date

Total number of pages including cover sheet, attachments, and document:

45

### 3. Nature of Conveyance

This document, currently recorded at Reel/Frame 1479/0108-0147, is being re-recorded to correct an error in the name of the receiving party. The correct name of the receiving party is Pfaltzgraff Investment Co., not Pfaltzgraff Co. The correction only applies to the registrations identified on the attached list entitled "B. Trademark Registration Nos.--Correction."

B. Trademark Registration Nos.--Correction

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
A LA CARTE	1,147,711	Feb 24, 1981
ACADIA	1,406,774	August 26, 1986
ALEXANDRIA	1,502,253	August 30, 1988
ANNABELLE	1,899,897	June 13, 1995
ANSONIA	1,743,866	December 29, 1992
APRIL	1,899,896	June 13, 1995
ARBOR VINE	1,746,432	January 12, 1993
ARTESIA	1,920,711	September 19, 1995
ASTORIA	1,693,070	June 9, 1992
AURA	1,445,220	June 30, 1987
BISCAYNE	1,909,165	August 1, 1995
CASTLE (NEW) WITHOUT THE WORD "PFALTZGRAFF" WI/DESIGN	1,382,370	February 11, 1996
CHRISTMAS COLLECTIBLES BY PFALTZGRAFF	1,351,726	July 30, 1985
CLARIDGE	1,697,190	June 23, 1992
COMPATIBLES BY PFALTZGRAFF	1,129,991	January 29, 1980
COUNTRY COLLECTIBLES BY PFALTZGRAFF	1,229,890	March 8, 1993
CROSSROADS	1,897,969	June 6, 1995
EMBERS	1,853,111	September 6, 1994
ETHOS	1,746,439	January 12, 1993
FOLK ART	1,169,763	September 14, 1981
FOLK ART BY PFALTZGRAFF	1,178,192	November 17, 1981

B. Trademark Registration Nos.--Correction (con't)

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FRENCH QUARTER	1,746,435	January 12, 1993
FRESH TRADITIONS BY PFALTZGRAFF	1,324,634	March 12, 1985
GARDEN PARTY	1,408,561	September 9, 1996
GAZEBO	1,322,216	February 26, 1985
GOLDEN ECHO	1,708,247	August 18, 1992
GOURMET	397,764	September 22, 1942
GRAPEVINE	1,675,560	February 11, 1992
HAMPTON	1,502,251	August 30, 1988
HEARTH BAKE AND SERVE STONEWARE	1,112,759	February 6, 1979
HERITAGE BY PFALTZGRAFF	1,122,402	July 17, 1979
INNOCENCE	1,507,231	October 4, 1988
JUNIPER	1,683,828	April 21, 1992
MADELAINE	1,746,436	January 12, 1993
MARGATE	1,897,968	June 6, 1995
MARQUETRY	1,853,112	September 6, 1994
MIDNIGHT BOUQUET	1,540,530	May 23, 1989
MIDNIGHT SUN	1,709,365	August 18, 1992
OAK LEAVES	1,746,438	January 12, 1993
OCTAVIA	1,719,337	September 22, 1992
OLIVIA	1,887,949	April 4, 1995
PALISADE	1,851,963	August 30, 1994
PATINA	1,502,252	August 30, 1988
PERENNIALS	1,401,244	July 15, 1986

B. Trademark Registration Nos.--Correction (con't)

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PFALTZGRAFF (NEW CASTLE) W/DESIGN	1,334,344	May 7, 1985
PFALTZGRAFF (OLD CASTLE) W/DESIGN	966,470	August 21, 1973
PFALTZGRAFF BASICS	1,673,016	January 21, 1992
PFALTZGRAFF COLLECTOR'S SERIES W/DESIGN	1,474,213	January 26, 1988
POETRY	1,361,985	September 24, 1985
PORTFOLIO	1,873,305	January 10, 1995
PROVIDENCE	1,750,712	February 2, 1993
REMEMBRANCE	1,340,799	June 11, 1985
SARATOGA	1,511,033	November 1, 1988
SCHEMATICS	1,892,567	May 2, 1995
THE TEA ROSE COLLECTION	1,401,243	July 15, 1996
TROUSSEAU	1,438,093	April 28, 1987
VILLAGE BY PFALTZGRAFF	1,342,709	June 18, 1985
WHITE-ON-WHITE	1,061,701	March 22, 1977
WHITNEY	1,704,257	July 28, 1992
WINTERBERRY	1,701,122	July 14, 1992

EXHIBIT "A"

TRADEMARKS

THE PFALTZGRAFF CO.

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
A LA CARTE	1,147,711	02/24/81
ACADIA	1,406,774	08/26/86
ALEXANDRA	1,502,253	08/30/88
ANSONIA	1,743,866	12/29/92
ARBOR VINE	1,746,432	01/12/93
ASTORIA	1,693,070	06/09/92
AURA	1,445,220	06/30/87
BLUEBERRY	1,408,562	09/09/86
BLUE ORGANDY	1,746,437	01/12/93
BLUE TULIP	1,746,433	01/12/93
CASTLE (NEW) WITHOUT THE WORD "PFALTZGRAFF" W/ DESIGN	1,382,370	02/11/86
CHRISTMAS COLLECTIBLES BY PFALTZGRAFF	1,351,726	07/30/85
CLARIDGE	1,697,190	06/23/92
COMPATIBLES BY PFALTZGRAFF	1,129,991	01/29/80
CORAL GARDEN	1,582,597	02/13/90
COTTAGE	1,119,667	06/05/79
COUNTRY AIRS BY PFALTZGRAFF W/ DESIGN	1,511,823	11/08/88
COUNTRY COLLECTIBLES BY PFALTZGRAFF	1,229,890	03/08/83
COUNTRY VICTORIAN	1,267,213	02/14/84
DESIGNER'S PORTFOLIO	1,277,028	05/08/84
ETHOS	1,746,439	01/12/93
FARMHOUSE	1,171,314	09/29/81
FARMHOUSE BY PFALTZGRAFF	1,202,778	07/27/82
FOLK ART	1,169,763	09/15/81
FOLK ART BY PFALTZGRAFF	1,178,192	11/17/81
FRENCH QUARTER	1,746,435	01/12/93
FRESH TRADITIONS BY PFALTZGRAFF	1,324,634	03/12/85
GARDEN GROVE	1,745,221	01/05/93

TRADEMARK  
REEL: 1479 FRAME: 0109

TRADEMARK  
REEL: 1744 FRAME: 0072

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
GARDEN PARTY	1,408,561	09/09/86
GARLAND BLUSH	1,746,434	01/12/93
GAZEBO	1,322,216	02/26/85
GOLDEN ECHO	1,708,247	08/18/92
GOURMET	397,764	09/22/42
GRAPEVINE	1,675,560	02/11/92
HAMPTON	1,502,251	08/30/88
HEARTH BAKE AND SERVE STONEWARE	1,112,759	02/06/79
* HEIRLOOM	1,384,337	02/25/86
HERITAGE BY PFALTZGRAFF	1,122,402	07/17/79
INNOCENCE	1,507,231	10/04/88
JUNIPER	1,683,828	04/21/92
MADELAINÉ	1,746,436	01/12/93
MEMORIES BY PFALTZGRAFF	1,340,800	06/11/85
MIDNIGHT BOUQUET	1,540,530	05/23/89
MIDNIGHT SUN	1,709,365	08/18/92
OAK LEAVES	1,746,438	01/12/93
OCTAVIA	1,719,337	09/22/92
PATINA	1,502,252	08/30/88
PERENNIALS	1,401,244	07/15/86
PFALTZGRAFF (OLD CASTLE) W/ DESIGN	966,470	08/21/73
PFALTZGRAFF (NEW CASTLE) W/ DESIGN	1,334,344	05/07/85
PFALTZGRAFF BASICS	1,673,016	01/21/92
PFALTZGRAFF COLLECTOR'S SERIES W/ DESIGN	1,474,213	01/26/88
PFALTZGRAFF COLOR MEDLEY	1,563,425	10/31/89
POETRY	1,361,985	09/24/85
PROVIDENCE	1,750,712	02/02/93
REMEMBRANCE	1,340,799	06/11/85
RIVERSTONE	1,699,836	07/07/92
ROSEMONT	1,437,364	04/21/87
ROYAL ONYX	1,592,061	04/17/90
ROYAL PALACE	1,511,004	11/01/88
SAND DRIFT	1,699,835	07/07/92
SARATOGA	1,511,003	11/01/88
SEA SPRAY	1,745,222	01/05/93
SECRET ROSE	1,563,424	10/31/89
SIMPLY WHITE CIRCLES	1,673,015	01/21/92
SIMPLY WHITE SHAPES	1,673,875	01/28/92

\* Licensed from Onedia Limited

TRADEMARK  
REEL: 1479 FRAME: 0110  
TRADEMARK  
REEL: 1744 FRAME: 0073

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
SKY STONEWARE BY PFALTZGRAFF	1,488,505	05/17/88
SUNRISE	1,564,581	11/07/89
THE TEA ROSE COLLECTION	1,401,243	07/15/86
THANKSGIVING	1,265,753	01/31/84
TROUSSEAU	1,438,093	04/28/87
VILLAGE BY PFALTZGRAFF	1,342,709	06/18/85
WHITNEY	1,704,257	07/28/92
WINTERBERRY	1,701,122	07/14/92
WINTER BLOOM	1,590,946	04/10/90
WYNDHAM	1,408,563	09/09/86
YULETIDE	1,623,721	11/20/90



EXHIBIT "A"

TRADEMARKS

SYRACUSE CINEMA CORP.

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
104744	06/15/1915	SYRACUSE
555637	07/04/1952	DESIGN ONLY
555636	07/04/1952	SHENANGO
591959	06/29/1954	DESIGN ONLY
590820	06/08/1954	WEL ROC STYLIZED LETTERS
638039	12/04/1956	TREND
658490	12/10/1957	TROPIC BLOCK LETTERS
655491	12/10/1957	EL DORADO BLOCK LETTERS
740003	10/30/1962	SHEPOCO
703247	08/23/1960	FLEETWOOD
709059	12/27/1960	CRESCENT BLOCK LETTERS
738627	10/02/1962	RINGOL
731534	05/15/1962	LIDO
715058	05/09/1961	BUCKINGHAM
715057	05/09/1961	MEADOWLARK
715058	05/09/1961	PARAKEET
726248	01/09/1962	SILHOUETTE
756041	09/03/1963	CLASSIC SCROLL
761336	12/10/1963	TUXEDO GOLD
760352	11/19/1963	COUNTRY KITCHEN
758826	10/23/1963	SCANDIA
782074	12/22/1964	FORM STYLIZED LETTERS
760967	12/03/1963	LAURENTIAN
793642	08/03/1968	ESQUIRE
827857	04/25/1967	TWO STYLIZED LETTERS
827539	04/18/1967	CORDOVA
834330	08/29/1967	WEXFORD
798393	11/02/1965	SYRALITE
833328	08/08/1967	GILD
828539	05/09/1967	CRESTVIEW
828537	05/09/1967	LEMONT
833680	08/15/1967	AMY
834715	09/05/1967	SUTTON
833329	08/08/1967	ME TOO
833331	08/08/1967	COVINGTON
833330	08/08/1967	PONTCHARTRAIN
833682	08/15/1967	ROUEN
877405	09/23/1969	MYDAS
884629	01/20/1970	FALOS VERDES
876033	09/02/1969	JET SET
882851	12/23/1969	VERDA
882850	12/23/1969	SOUVENIR

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
899649	09/29/1970	SIGNA
900768	10/11/1970	MAGNA
882849	12/21/1969	GRAPHICA
975004	12/18/1973	
969626	10/02/1973	
999354	12/03/1974	'CHINAPAK
996433	10/23/1974	WOODRIDGE
996434	10/22/1974	HALE N HEARTY
1026788	12/09/1978	KING'S INN
1018427	09/02/1975	THE GREENERY
1037746	04/06/1976	THE GREAT PLATE
1037887	04/13/1976	'BLUE CLOUD
1052880	11/16/1976	LAGUNA
1053895	01/04/1977	MESA GRANDE
1057660	02/01/1977	SIGNET
1058479	02/08/1977	BLACK LINEN
1070265	07/26/1977	MOON STONE
1074052	09/27/1977	OLYMPUS
1061701	03/22/1977	WHITE-ON-WHITE
1061702	03/23/1977	SANDS POINT
1080397	12/27/1977	HAWAIIAN
1080398	12/27/1977	BRIGHTON BAY
1103248	09/26/1978	GUATEMALIAN
1103249	09/26/1978	BRASILIAN
1103250	09/26/1978	MEXICAN
1157793	06/16/1981	JAVA MUG
1169388	08/15/1981	INDIAN WELLS
1171310	09/29/1982	GOLDEN MAIZE
1392327	08/28/1984	CASABLANCA
1180224	12/01/1981	BURTON PLACE
1133821	12/28/1981	SUN KING
1191208	03/02/1982	SUNDARI
1257161	11/08/1983	TABLETOP ARCHITECTURE
1172336	10/06/1981	WOODLANDS
1175252	10/27/1981	PALOMINO
1254101	08/13/1985	CRIMSON BLOSSOM
1208461	09/14/1982	DURANGO
1208462	09/14/1982	'CALVERT COVE

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
1211601	10/05/1982	CHATWIN
1221776	12/28/1982	BEAUVAIL
1244510	07/05/1983	KIKY BISCAYNE
1283372	06/26/1984	SPECTRUM
1448544	07/21/1987	THE MINI GREAT PLATE
1336722	05/21/1985	CONHAMON
1354111	05/20/1986	PATRICIAN
1394110	08/20/1986	DEEPMEADOW
1394907	05/27/1986	RICHLAND
1394908	05/27/1986	OYSTER BAY
1395739	06/03/1986	CLAYTON
1398740	06/03/1986	MONTLYNN
1398741	06/03/1986	ARDEN
1444193	06/23/1987	MAYER
1502230	08/30/1988	MARISA
1484847	04/12/1988	TRES BIEN
1430505	02/24/1987	CHINA COM
1452199	08/11/1987	CHAMSON
1472331	01/12/1988	BROOKLINE
1642100	04/23/1991	MELROSE
1475010	02/02/1988	FAIRHOLME
1503060	09/06/1988	NICOLE
1503059	09/06/1988	ALDEN
1503058	09/06/1988	CASCADE
1503057	09/06/1988	COMPTON
1618932	10/23/1990	ENCORE
1583712	02/20/1990	CLARION
1583713	02/20/1990	PARK AVE
1583714	02/20/1990	TAPESTRY
1655889	09/03/1991	CHANTELLE
1584747	02/27/1990	COLETTE
1583717	02/20/1990	BERKSHIRE
1583715	02/20/1990	SCOTTSDALE
1583716	02/20/1990	CAPE ROYAL
1622566	11/13/1990	CAROLINE
1595438	05/08/1990	TREMONT
1594283	05/01/1990	VERONA
1621271	11/06/1990	BROADWAY

TRADEMARK  
REEL: 1479 FRAME: 0114

TRADEMARK  
REEL: 1744 FRAME: 0077

**TRADEMARK ASSIGNMENT AND RELEASE OF SECURITY INTEREST**

This Trademark Assignment and Release of Security Interest, made this 22 day of March, 1996, by and between General Electric Capital Corporation, a New York corporation ("General Electric") and the Pfaltzgraff Co., a Pennsylvania corporation ("Pfaltzgraff"), and the following Subsidiaries of Pfaltzgraff: Fairfax Outlet Corporation, a Virginia corporation; the Flemington Outlet Corporation, a New Jersey Corporation; the Pfaltzgraff Outlet Co., a Maryland corporation; Lifestyle Marketing, Inc., a Delaware corporation, Treasure-Craft, a California corporation; and Pfaltzgraff Investment Co., a Delaware corporation, (collectively, together with Pfaltzgraff, the "Assignees").

**WITNESSETH**

**WHEREAS**, the Assignees, or some of them, have used and are using and are the beneficial owners of certain trademarks, trade names, terms, designs and applications therefore described in a Trademark Collateral Assignment And Security Agreement and Notice of Collateral Assignment and Security Interest in Trademarks both of which are dated as of the 28th day of May, 1993 (hereinafter collectively the "Security Agreement") as annexed hereto as Exhibit 1 and made a part hereof; and

**WHEREAS**, under the terms of the Security Agreement the Assignees entered into a financing arrangement pursuant to which the Assignees made a collateral assignment and granted a security interest in certain trademarks, trade names, trade styles and service marks including trademarks, trade names, trade styles and service marks described in Exhibit 1 hereto (hereinafter the "Assigned Marks"); and

**WHEREAS**, by agreement dated 10/1 day of October, 1995, General Electric entered into an agreement with Pfaltzgraff whereby it released and reassigned certain of the Assigned Marks; and

**WHEREAS**, General Electric is willing to consent to the release of its remaining security interest in the Assigned Marks and any other property which was included in the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric hereby agrees as follows:

1. **COLLATERAL ASSIGNMENT AND RELEASE OF SECURITY INTEREST.**

General Electric hereby releases the Assignees from the continuing security interest and general lien upon the Assigned Marks described in Exhibit 1 and

TRADEMARK  
REEL: 1479 FRAME: 0115

TRADEMARK  
REEL: 1744 FRAME: 0078

assigns, conveys and transfers to the Assignees as they among themselves may determine their respective interests:

A. All of General Electric's now existing or hereafter acquired right, title and interest in and to:

i. The Assigned Marks; and

ii. All prints and labels on which the Assigned Marks appear, have appeared or will appear, and all designs and general intangibles of any nature relating to said Assigned Marks; and

iii. All applications, registrations and recordings relating to the Assigned Marks in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, any political subdivision thereof or in any other country, and all renewals thereof.

B. The goodwill of the business symbolized by each of the Assigned Marks, including, without limitation, all customer lists and other records relating to the distribution of products and services bearing the Assigned Marks; and

C. Any and all proceeds of any of the foregoing, including, without limitation, any claims by General Electric against third parties for infringement of the trademarks or any licenses with respect thereto; and

D. Any other property or rights which are included in the Security Agreement.

## 2. TERMINATION OF POWER OF ATTORNEY.

The parties terminate the Special Power of Attorney attached to the Security Agreement as Exhibit C.

## 3. FURTHER ASSURANCES.

General Electric will render such assistance and provide such further assurances as required to effectively release the Assigned Marks from the security interests recorded in the United States Patent and Trademark Office and to assign the Assigned Marks to the Assignees including the execution of such additional documents and assignments as may be required.

## 4. COSTS.

The costs of recording such releases shall be the sole responsibility of the Assignees as they may allocate among themselves.

5. MISCELLANEOUS.

General Electric shall return any official documents or correspondence with the United States Patent and Trademark Office and any state trademark office which it now holds or shall later be directed to it covering the Assigned Marks in a timely manner to Pfaltzgraff.


General Electric expressly authorizes the Assignees to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of the Assignees' rights or interests comprising or connected with the Assigned Marks (including but not limited to rights arising under applicable state law) have been registered or recorded.

IN WITNESS WHEREOF, General Electric and the Assignees have caused this agreement to be executed by their duly authorized officers as of the day and year first above written.


THE PFALTZGRAFF CO.

  
Name: W. Wilson Dornwald  
Title: Treasurer


FAIRFAX OUTLET CORPORATION

  
Name: W. Wilson Dornwald  
Title: Treasurer

THE FLEMINGTON OUTLET CORPORATION

  
Name: W. Wilson Dornwald  
Title: Treasurer

THE PFALTZGRAFF OUTLET CO.

  
Name: W. Wilson Dornwald  
Title: Treasurer

LIFESTYLE MARKETING, INC.

*W. Wilson Duvall*

Name: W. Wilson Duvall

Title: Treasurer

TREASURE-CRAFT

*W. Wilson Duvall*

Name: W. Wilson Duvall

Title: Treasurer

PFALTZGRAFF INVESTMENT CO.

*W. Wilson Duvall*

Name: W. Wilson Duvall

Title: Treasurer

GENERAL ELECTRIC CAPITAL  
CORPORATION

*Anne T. Troxell*

Name: Anne T. Troxell

Title: Duly Authorized Signatory

**EXHIBIT 1**

**Trademark Collateral Assignment and Security Agreement and Notice of Collateral Assignment and Security Interest in Trademarks, both dated May 28, 1993.**

TRADEMARK  
REEL: 1479 FRAME: 0119  
TRADEMARK  
REEL: 1744 FRAME: 0082



TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AGREEMENT made as of this 21<sup>st</sup> day of May, 1993, by and between THE PFALTZGRAFF CO., a Pennsylvania corporation ("Pfaltzgraff"), and the following Subsidiaries of Pfaltzgraff: FAIRFAX OUTLET CORPORATION, a Virginia corporation; THE FLEMINGTON OUTLET CORPORATION, a New Jersey corporation; THE PFALTZGRAFF OUTLET CO., a Maryland corporation; LIFESTYLE MARKETING, INC., a Delaware corporation; TREASURE-CRAFT, a California corporation; and PFALTZGRAFF INVESTMENT CO., a Delaware corporation (collectively, together with Pfaltzgraff, the "Borrowers"); and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (the "Secured Party").

W I T N E S S E T H

WHEREAS, the Borrowers, or some of them, have used and are using, and are the owners of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A annexed hereto and made a part hereof; and

WHEREAS, Secured Party and the Borrowers are contemporaneously herewith entering into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to the Borrowers as set forth in the Credit Agreement, dated of even date herewith, by and between Secured Party and the Borrowers (the "Credit Agreement"), together with various other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the other Financing Agreements and to make loans and advances and provide other financial accommodations to the Borrowers pursuant thereto, the Borrowers have agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers hereby agree as follows:

1. COLLATERAL ASSIGNMENT AND GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as defined in the Credit Agreement), the Borrowers hereby grant and convey to Secured Party a continuing security interest in and a general lien upon, and assign, convey and transfer as collateral security to Secured Party: (a) all of the Borrowers' now existing or hereafter acquired right, title, and interest in and to: all of the Borrowers' trademarks, trade names, trade styles and service marks, including but not limited to all trademarks, trade names, trade styles and service marks of Syracuse China Corporation which were assigned to Pfaltzgraff as of May 5, 1993; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all renewals thereof including those trademarks, terms, designs and applications described in Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by the Borrowers against third parties for infringement of the Trademarks or any licenses (to the extent the Borrowers may assign or encumber the same) with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien, collateral assignment and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Borrower hereby covenants, represents and warrants, with and to Secured Party that (all of such covenants, representations and warranties being continuing until the Termination Date (as defined in the Credit Agreement)):

(a) The Borrowers will pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral owned by the Borrowers is valid and subsisting in full force and effect,

and the Borrowers own the sole, full, and clear title thereto, and the right and power to grant the security interests and collateral assignments granted hereunder. The Borrowers will, at Borrowers' expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications all in accordance with the provisions of the Credit Agreement and commercially reasonable practices. As of the date hereof, the Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Credit Agreement, and (ii) the licenses specifically described in Exhibit B hereto.

(c) The Borrowers will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, or otherwise dispose of any of the Collateral (other than the granting of exclusive or non-exclusive licenses in the ordinary course of business) without the prior written consent of Secured Party, which consent will not be unreasonably withheld or delayed. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) The Borrowers will, at Borrowers' expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. The Borrowers hereby authorize Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. The Borrowers further authorize Secured Party to have this or any other similar security agreement and collateral assignment filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(e) As of the date hereof, the Borrowers do not have any Trademarks registered, or subject to pending applications, in the United States Patents and Trademark Office or any similar office or agency in the United States other than those described in Exhibit A annexed hereto and have not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Each Borrower will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which the Borrowers fail to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, collection charges and reasonable attorneys' fees and expenses. The Borrowers will be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to the Borrowers, will be payable on demand together with interest at the then applicable rate set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

(h) Upon request of Secured Party, the Borrowers will provide Secured Party with a list of all applications for the registration of a Trademark filed with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country after the date hereof. Upon request of Secured Party, the Borrowers shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(i) The Borrowers have not abandoned any of the Trademarks and the Borrowers will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable except in accordance with the provisions of the Credit Agreement and commercially reasonable practices. The Borrowers shall notify Secured Party immediately if they know or have reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) The Borrowers will render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state

therein or any other country to maintain each application and registration of the Trademarks as the Borrowers' exclusive property and to protect Secured Party's security interest therein, including, without limitation, filing of renewals and affidavits of use.

(k) The Borrowers will promptly notify Secured Party if the Borrowers (or any affiliate or subsidiary thereof) learn of any use by any person of any term or design likely to cause confusion with any Trademark material to Borrowers' business. On and after the occurrence of any Event of Default (as defined in the Credit Agreement), unless and until such Event of Default has been cured, or has been specifically waived by Secured Party in writing, if requested by Secured Party, the Borrowers, at Borrowers' expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) The Borrowers assume all responsibility and liability arising from the use of the Trademarks by the Borrowers (or any affiliate or subsidiary thereof) and the Borrowers hereby jointly and severally indemnify and hold Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and disbursements) arising out of any alleged defect in any product manufactured, promoted, or sold by the Borrowers (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by the Borrowers (or any affiliate or subsidiary thereof).

(m) The Borrowers will promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable travel expenses, and reasonable attorneys' fees and expenses. Such expenditures shall be payable on demand, together with interest at the then applicable rate set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon

the occurrence of any one or more of the Events of Default, as defined in the Credit Agreement (each an "Event of Default" hereunder), unless and until such Event of Default has been cured or has been specifically waived by Secured Party in writing.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, unless and until such Event of Default has been cured or has been specifically waived by Secured Party in writing, in addition to all other rights and remedies of Secured Party, whether provided under law, the Financing Agreements or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrowers except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither the Borrowers nor any affiliate or subsidiary of the Borrowers make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party by the Borrowers.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall, in its discretion exercised in good faith, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, along with the associated goodwill, sell or otherwise dispose of (including by license) the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to the Borrowers of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to the Borrowers of any proposed disposition shall be deemed reasonable notice thereof and Borrowers waive any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem

appropriate or proper to complete such assignment, sale, or disposition. In any such event, the Borrowers, jointly and severally, shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Subparagraph 5(c) hereof, Secured Party may at any time execute and deliver on behalf of the Borrowers, pursuant to the authority granted in the Powers of Attorney described in Subparagraph 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. The Borrowers agree to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and expenses.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. The Borrowers shall remain liable to Secured Party for any expenses or Obligations remaining unpaid after the application of such proceeds, and the Borrowers will pay Secured Party on demand any such unpaid amount, together with interest at a rate equal to the highest rate set forth in the Credit Agreement.

(f) The Borrowers shall supply to Secured Party or to Secured Party's designee, Borrowers' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and to Borrowers' customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Financing Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND

THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH BORROWER HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EVIDENCING THE OBLIGATIONS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE FINANCING AGREEMENTS, PROVIDED THAT EACH BORROWER ACKNOWLEDGES THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY, NEW YORK AND, PROVIDED, FURTHER, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE SECURED PARTY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON ANY SECURITY FOR THE SECURED OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY. EACH BORROWER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH BORROWER HEREBY WAIVES ANY OBJECTION WHICH EACH BORROWER MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH BORROWER HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ANY BORROWER AT THE ADDRESS SET FORTH IN SECTION 8 OF THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ANY BORROWER'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAELS, PROPER POSTAGE PREPAID.

7. WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), EACH BORROWER AND SECURED PARTY HEREBY AGREE THAT ALL DISPUTES HEREUNDER SHALL BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS AND EACH BORROWER AND SECURED PARTY HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SECURED PARTY AND THE BORROWERS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE SECURED OBLIGATIONS OR THE TRANSACTIONS RELATED HERETO OR THERETO.



8. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by the Borrowers of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to the Borrowers, specifying such waiver.

(b) Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other a communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and either shall be delivered in person with receipt acknowledged or sent by registered or certified mail, return receipt requested, postage prepaid, or by telecopy and confirmed by telecopy answerback, addressed as follows:

(i) If to Secured Party, at:

General Electric Capital Corporation  
Commercial Finance, Inc.  
501 Merritt Seven, Third Floor  
Norwalk, CT 06851  
Attention: Dan R. Pengue  
Telecopy No.: (203) 840-4580

With copies to:

General Electric Capital Corporation  
Commercial Finance, Inc.  
501 Merritt Seven, Third Floor  
Norwalk, CT 06851  
Attention: Legal Counsel  
Telecopy No.: (203) 840-4520

and

Goodwin, Procter & Hoar  
Exchange Place  
Boston, MA 02109  
Attention: Jon D. Schneider, Esq.  
Telecopy No.: (617) 523-1231

(ii) If to any Borrower, to Pfaltzgraff at:

The Pfaltzgraff Co.  
140 East Market Street  
York, PA 17405-2026  
Attention: Craig W. Bremer, Esq.  
Telecopy No.: (717) 771-1440

or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which personally delivered, with receipt acknowledged, telecopied and confirmed by telecopy answerback, or three (3) Business Days after the same shall have been deposited in the United States mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(d) All references to the Borrowers and Secured Party herein shall include their respective successors and assigns. All references to the term "person" herein shall mean an individual, a partnership, a corporation (including a business trust), a joint stock company, a trust, an unincorporated association, a joint venture or other entity or a government or any agency, instrumentality or political subdivision thereof.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) In the event that any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

IN WITNESS WHEREOF, each Borrower and Secured Party have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE PFALTZGRAFF CO.

By: 

Name: PETER P. BRUBAKER  
Title: VICE PRESIDENT

FAIRFAX OUTLET CORPORATION

By: 

Name: PETER P. BRUBAKER  
Title: TREASURER

THE FLEMINGTON OUTLET CORPORATION

By: 

Name: PETER P. BRUBAKER  
Title: TREASURER

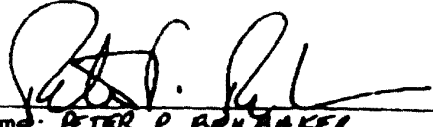
THE PFALTZGRAFF OUTLET CO.

By: 

Name: PETER P. BRUBAKER  
Title: TREASURER

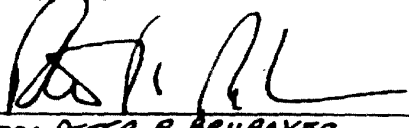
LIFESTYLE MARKETING, INC.

By:

  
Name: PETER P. BRUBAKER  
Title: TREASURER

TREASURE-CRAFT

By:

  
Name: PETER P. BRUBAKER  
Title: TREASURER

PFALTZGRAFF INVESTMENT CO.

By:

  
Name: PETER P. BRUBAKER  
Title: TREASURER

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:

  
Name: DAN PAYNE  
Title: Vice President

XP-8698/g  
5/10/93  
CR.003

EXHIBIT A  
TRADEMARKS

13

TRADEMARK  
REEL: 1479 FRAME: 0132

TRADEMARK  
REEL: 1744 FRAME: 0095

EXHIBIT "A"

TRADEMARKS

THE PFALTZGRAFF CO.

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
A LA CARTE	1,147,711	02/24/81
ACADIA	1,406,774	08/26/86
ALEXANDRA	1,502,253	08/30/88
ANSONIA	1,743,866	12/29/92
ARBOR VINE	1,746,432	01/12/93
ASTORIA	1,693,070	06/09/92
AURA	1,445,220	06/30/87
BLUEBERRY	1,408,562	09/09/86
BLUE ORGANDY	1,746,437	01/12/93
BLUE TULIP	1,746,433	01/12/93
CASTLE (NEW) WITHOUT THE WORD "PFALTZGRAFF" W/ DESIGN	1,382,370	02/11/86
CHRISTMAS COLLECTIBLES BY PFALTZGRAFF	1,351,726	07/30/85
CLARIDGE	1,697,190	06/23/92
COMPATIBLES BY PFALTZGRAFF	1,129,991	01/29/80
CORAL GARDEN	1,582,597	02/13/90
COTTAGE	1,119,667	06/05/79
COUNTRY AIRS BY PFALTZGRAFF W/ DESIGN	1,511,823	11/08/88
COUNTRY COLLECTIBLES BY PFALTZGRAFF	1,229,890	03/08/83
COUNTRY VICTORIAN	1,267,213	02/14/84
DESIGNER'S PORTFOLIO	1,277,028	05/08/84
ETHOS	1,746,439	01/12/93
FARMHOUSE	1,171,314	09/29/81
FARMHOUSE BY PFALTZGRAFF	1,202,778	07/27/82
FOLK ART	1,169,763	09/15/81
FOLK ART BY PFALTZGRAFF	1,178,192	11/17/81
FRENCH QUARTER	1,746,435	01/12/93
FRESH TRADITIONS BY PFALTZGRAFF	1,324,634	03/12/85
GARDEN GROVE	1,745,221	01/05/93

TRADEMARK  
REEL: 1479 FRAME: 0133  
TRADEMARK  
REEL: 1744 FRAME: 0096

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
GARDEN PARTY	1,408,561	09/09/86
GARLAND BLUSH	1,746,434	01/12/93
GAZEBO	1,322,216	02/26/85
GOLDEN ECHO	1,708,247	08/18/92
GOURMET	397,764	09/22/42
GRAPEVINE	1,675,560	02/11/92
HAMPTON	1,502,251	08/30/88
HEARTH BAKE AND SERVE STONEWARE	1,112,759	02/06/79
* HEIRLOOM	1,384,337	02/25/86
HERITAGE BY PFALTZGRAFF	1,122,402	07/17/79
INNOCENCE	1,507,231	10/04/88
JUNIPER	1,683,828	04/21/92
MADELAINE	1,746,436	01/12/93
MEMORIES BY PFALTZGRAFF	1,340,800	06/11/85
MIDNIGHT BOUQUET	1,540,530	05/23/89
MIDNIGHT SUN	1,709,365	08/18/92
OAK LEAVES	1,746,438	01/12/93
OCTAVIA	1,719,337	09/22/92
PATINA	1,502,252	08/30/88
PERENNIALS	1,401,244	07/15/86
PFALTZGRAFF (OLD CASTLE) W/ DESIGN	966,470	08/21/73
PFALTZGRAFF (NEW CASTLE) W/ DESIGN	1,334,344	05/07/85
PFALTZGRAFF BASICS	1,673,016	01/21/92
PFALTZGRAFF COLLECTOR'S SERIES W/ DESIGN	1,474,213	01/26/88
PFALTZGRAFF COLOR MEDLEY	1,563,425	10/31/89
POETRY	1,361,985	09/24/85
PROVIDENCE	1,750,712	02/02/93
REMEMBRANCE	1,340,799	06/11/85
RIVERSTONE	1,699,836	07/07/92
ROSEMONT	1,437,364	04/21/87
ROYAL ONYX	1,592,061	04/17/90
ROYAL PALACE	1,511,004	11/01/88
SAND DRIFT	1,699,835	07/07/92
SARATOGA	1,511,003	11/01/88
SEA SPRAY	1,745,222	01/05/93
SECRET ROSE	1,563,424	10/31/89
SIMPLY WHITE CIRCLES	1,673,015	01/21/92
SIMPLY WHITE SHAPES	1,673,875	01/28/92

\* Licensed from Onedia Limited

TRADEMARK  
REEL: 1479 FRAME: 0134  
TRADEMARK  
REEL: 1744 FRAME: 0097

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
SKY STONWARE BY PFALTZGRAFF	1,488,505	05/17/88
SUNRISE	1,564,581	11/07/89
THE TEA ROSE COLLECTION	1,401,243	07/15/86
THANKSGIVING	1,265,753	01/31/84
TROUSSEAU	1,438,093	04/28/87
VILLAGE BY PFALTZGRAFF	1,342,709	06/18/85
WHITNEY	1,704,257	07/28/92
WINTERBERRY	1,701,122	07/14/92
WINTER BLOOM	1,590,946	04/10/90
WYNDHAM	1,408,563	09/09/86
YULETIDE	1,623,721	11/20/90

TRADEMARK  
REEL: 1479 FRAME: 0135

TRADEMARK  
REEL: 1744 FRAME: 0098



EXHIBIT "A"

TRADEMARKS

SYRACUSE CHEM. CORP.

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
104744	05/15/1915	SYRACUSE
555637	03/04/1952	DESIGN ONLY
555636	01/04/1952	SHENANGO
591959	06/29/1954	DESIGN ONLY
596820	06/08/1954	WEL ROC STYLIZED LETTERS
638039	12/04/1956	TREND
658490	12/10/1957	TROPIC BLOCK LETTERS
655491	12/10/1957	EL DORADO BLOCK LETTERS
740003	10/30/1962	SHEPOCO
703247	08/23/1960	FLEETWOOD
709089	12/27/1960	CRESCENT BLOCK LETTERS
738627	10/02/1962	RIDEROL
731534	05/15/1962	LIDO
715058	05/09/1961	BUCKINGHAM
715057	05/09/1961	MEADOWLARK
715055	05/09/1961	PARAKEET
726248	01/09/1962	SILHOUETTE
756041	09/03/1963	CLASSIC SCROLL
761336	12/10/1963	TUXEDO GOLD
760352	11/19/1963	COUNTRY KITCHEN
758826	10/23/1963	SCANDIA
782074	12/22/1964	FORM STYLIZED LETTERS
760967	12/03/1963	LAURENTIAN
793642	08/03/1968	ESQUIRE
827857	04/25/1967	TWO STYLIZED LETTERS
827539	04/18/1967	CORDOVA
834330	06/29/1967	WEXFORD
798303	11/02/1965	SYRALITE
833328	06/08/1967	GILD
828532	05/09/1967	CRESTVIEW
828517	05/09/1967	LEMONT
833680	08/15/1967	AMY
834715	09/05/1967	SUTTON
833329	08/08/1967	ME TOO
833331	08/08/1967	COVINGTON
833330	08/08/1967	PONTCHARTRAIN
833682	08/15/1967	ROUEN
877405	09/23/1969	MYDAS
884629	01/20/1970	PALAS VERDES
876033	09/02/1969	JET SET
882851	12/23/1969	VERQA
882850	12/23/1969	SOUVENIR

TRADEMARK

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TRADEMARK

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<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
899649	09/29/1970	SIGNA
900768	10/13/1970	MAGNA
922849	12/21/1969	GRAPHICA
975004	12/18/1973	
969626	10/02/1973	
999354	12/03/1974	'CHINAPAK
994433	10/23/1974	WOODBRIDGE
996434	10/22/1974	'HALE N HEARTY
1026784	12/09/1976	KING'S INN
1019427	09/02/1975	THE GREENERY
1037746	04/06/1976	THE GREAT PLATE
1037887	04/13/1976	'BLUE CLOUD
1052880	11/16/1976	LAGUNA
1055895	01/04/1977	MESA GRANDE
1057660	02/01/1977	SIGNET
1058479	02/08/1977	BLACK LINEN
1070265	07/26/1977	MOON STONE
1074092	09/27/1977	OLYMPUS
1061701	03/22/1977	WHITE-ON-WHITE
1061702	03/22/1977	SANDS POINT
1080397	11/27/1977	HAWAIIAN
1080398	11/27/1977	BRIGHTON BAY
1103248	09/26/1978	GUATEMALIAN
1103249	09/26/1978	BRAZILIAN
1103250	09/26/1978	MEXICAN
1157793	06/14/1981	JAVA MUG
1169358	09/15/1981	INDIAN WELLS
1171310	09/29/1981	GOLDEN MAIZE
1292327	08/28/1984	CASABLANCA
1180224	12/01/1981	BURTON PLACE
1133821	12/29/1981	'SUN KING
1191209	03/02/1982	SUNDARI
1257161	11/08/1983	TABLETOP ARCHITECTURE
1172336	10/06/1981	WOODLANDS
1175252	10/27/1981	PALOMINO
1254101	08/13/1985	CRIMSON BLOSSOM
1208461	09/14/1982	DURANGO
1208462	09/14/1982	'CALVERT COVE

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
1221601	10/05/1982	CHATWIN
1221776	12/23/1982	BEAUVAL
1244310	07/05/1983	KKY BISCAYNE
1283372	06/26/1984	SPECTRUM
1448544	07/21/1987	THE MINI GREAT PLATE
1336722	05/21/1985	CINNAMON
1394111	05/20/1986	PATRICIAN
1394110	05/20/1986	DEEPMeadow
1394907	05/27/1986	RICHLAND
1394908	05/27/1986	OYSTER BAY
1395739	06/03/1986	OAKTON
1395740	06/03/1986	MONTLYNN
1395741	06/03/1986	ARLEN
1444195	06/23/1987	MAYER
1502230	08/30/1988	MARISA
1484847	04/12/1988	TRES BIEN
1430505	02/24/1987	CHINA COM
1452199	08/11/1987	CHAMSON
1472301	01/12/1988	BROOKLINE
1642100	04/23/1991	MELROSE
1475010	02/02/1988	FAIRHOLME
1503060	09/06/1988	NICOLE
1503059	09/06/1988	ALDEN
1503058	09/06/1988	CASCADE
1503057	09/06/1988	COMPTON
1618832	10/23/1990	ENCORE
1583712	02/20/1990	CLARION
1583713	02/20/1990	PARK AVE
1583714	02/20/1990	TAPESTRY
1655589	09/03/1991	CHANTELLE
1564747	02/27/1990	COLETTE
1583717	02/20/1990	BERKSHIRE
1583715	02/20/1990	SCOTTSDALE
1583716	02/20/1990	CAPE ROYAL
1622566	11/13/1990	CAROLINE
1595438	05/08/1990	TREMONT
1594283	05/01/1990	VERONA
1621271	11/06/1990	BROADWAY

TRADEMARK  
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 REEL: 1744 FRAME: 0101

EXHIBIT B

LICENSES

TRADEMARK  
REEL: 1479 FRAME: 0139

TRADEMARK  
REEL: 1744 FRAME: 0102

EXHIBIT "B"

PFALTZGRAFF

The Pfaltzgraf Co

140 East Market Street  
York PA 17401

Subsidiary of Sunquest  
Pfaltzgraf Co

(717) 848-3500

PFALTZGRAFF LICENSEES

ALIDA INDUSTRIES

Cross Stitch Kits & Booklets  
Address: 204 2nd Ave., Suite 612  
San Mateo, CA 94401  
Contact: Debbie Murphy, President  
Phone: (415) 348-8480

CECIL SAYDAH COMPANY

Kitchen Linens  
Address: 295 5th Ave., Rm. 208  
New York, NY 10018  
Contact: Lou Napolitano, Natl. Sales Mgr.  
Phone: (212) 679-7164

AMERICAN TRADITIONAL STENCILS

Stencils  
Address: P. O. Box 281, Bow Street  
Northwood, NH 03281  
Contact: Judith Barker, Proprietor  
Phone: (603) 942-8100

CONIMAR CORPORATION

Paper Products (Recipe Cards, Labels,  
Magnetic Note Pads & Shopping Lists)  
Address: P. O. Box 1509  
Ocala, FL 32678  
Contact: Terry Crawford, President  
Phone: (904) 732-7235

ANCHOR GLASS CONTAINER

Suntan Jars  
Address: One Anchor Plaza  
4343 Anchor Plaza Parkway  
Tampa, FL 33634-7513  
Contact: Greg Siatro  
Phone: (813) 882-7738

COVINGTON FABRIC CORP.

Decorative Fabrics  
Address: 267 5th Ave.  
New York, NY 10018  
Contact: Abby Gilmore, President  
Phone: (212) 688-2200

BESS MANUFACTURING COMPANY

Lace Tabletoppers & Accessories  
Address: 1807-27 E. Huntingdon St.  
P. O. Box 3804  
Philadelphia, PA 19125  
Contact: Su Muegart, Vice President, Sales  
Phone: (215) 425-8450

CROSCILL HOME FASHIONS

Bed & Bath Ensembles  
Address: 261 Fifth Ave.  
New York, NY 10018  
Contact: David Kahn, Vice President  
Phone: (212) 688-7222

C & A WALLCOVERINGS, INC.

Wallcoverings & Borders  
Address: 23645 Mercantile Road  
Cleveland, OH 44122  
Contact: Gerry Burns, Natl. Sales Mgr.,  
Shelbourne Wallcoverings  
Phone: (216) 454-3700

THE DYNAMIC GROUP

Collector Dolls  
Address: 9881 Fringe Tree Road  
Great Falls, VA 22066  
Contact: Ivonne Heather, President  
Phone: (703) 821-0607

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PFALTZGRAFF LICENSEES

E. T. PRODUCTS

Drawer Knobs & Pulls, Ceiling Fan Pulls,  
Switch Plates, Napkin Rings  
Address: 3380 Progress Hill  
Pigeon Forge, TN 37863  
Contact: Alvin Todd, President  
Phone: (615) 428-0275

FLEET MANUFACTURING CO., INC.

Plastic Cutting Boards  
Address: 702 North 1st Street  
P. O. Box 10208  
Yakima, WA 98902  
Contact: Kevin Stanton, President  
Phone: (509) 453-8407

HIMARK ENTERPRISES, INC.

Wood Pantryware  
Address: 155 Commerce Dr., Box 1234  
Hauppauge, NY 11787  
Contact: Allen Zabin  
Phone: (516) 273-3300

HOUSE OF PRILL

Ceramic Handled Serveware  
Address: 150 William St., P.O. Box 1516  
Perth Amboy, NJ 08862  
Contact: Nicole A. Lazar, Nat'l. Sales Mgr.  
Phone: (908) 442-2400

THE IRONEES COMPANY

Laundry Products (Ironing Board Covers, etc.)  
Address: Front & Venango Streets  
Philadelphia, PA 19134  
Contact: David Lehman, President  
Phone: (215) 634-6780

M. KAMENSTEIN, INC.

Thermal Candles, Pepper Mills, Timers  
Address: 190 E. Post Road  
White Plains, NY 10601  
Contact: Catalina Vitale, National Sales Mgr.  
Phone: (914) 948-2290

THE LAMP HOUSE

Hand-Printed Paper Lamp Shades  
Address: 300 East Market Street  
Harrisburg, PA 17108  
Contact: Joe Bates, President  
Phone: (717) 757-8989

LIBBEY GLASS\*

Glassware  
Address: One Seagate  
Toledo, OH 43608  
Contact: Dan Ibele, Sr. Marketing Dir.  
Phone: (419) 727-2509

PRODUCT CENTRE, INC.

Melamine Trays  
Address: 145 E. Market St., Suite 300  
Indianapolis, IN 46204  
Contact: Bill Hudson, President  
Phone: (317) 633-2950

RESTON LLOYD LTD.

Stock Pots, Tea Kettles, Burner Covers,  
Colanders, 3 Pc. Bowl Sets, Fondue Sets  
Address: P. O. Box 2302  
Reston, VA 22080  
Contact: Fran Bolle, President  
Phone: (703) 437-0003

\*perennials only

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PFALTZGRAFF LICENSEES

RILEY MANUFACTURING CO.

Glass Storage Jars  
Address: 15750 S. Keeler Terrace  
Olathe, KS 66062  
Contact: Dennis Riley, President  
Phone: (913) 629-0500

SAS MARKETING

Coolware  
Address: 220 White Plains Rd.  
Tarrytown, NY 10591  
Contact: Michael D. Sobo  
Phone: (914) 332-7878

SELANDIA DESIGNS

Acrylic Serveware, Children's  
Melamine Dinnerware  
Address: 24031 Avenue Tibbits  
Santa Clarita, CA 91350  
Contact: Margaret Word, President  
Phone: (805) 257-1801

STEVENS LINEN ASSOC., INC.

Cloth Tote/Gift Bags, Calendar Towels  
Address: P. O. Box 220  
Webster, MA 01570  
Contact: Nancy Dalrymple, Sales Mgr.  
Phone: (508) 943-0813

TRANS-OCEAN

Floor Coverings  
Address: One Barker Ave., 3rd Floor  
White Plains, NY 10601  
Contact: Charles Peck, VP Sales  
Phone: (914) 949-9898

TUCAN INTERNATIONAL LTD.

Glass Beverageware  
Address: 8562 Katy Freeway, Suite 148  
Houston, TX 77024  
Contact: Mac Shaw, Sales Manager  
Phone: (214) 780-7008

UNITED STATES CERAMIC TILE COMPANY

Ceramic Tile  
Address: 10233 Sandyville Road, S.E.  
East Sparta, OH 44828  
Contact: Matthew Smith, Marketing Mgr.  
Phone: (216) 888-5531

THE WILTON CO.

Armetale Serveware (Charger Plate,  
Oval Tray, Bread Tray, Bowl, Pitcher)  
Address: Plum & Square Streets  
Mt. Joy, PA 17552  
Contact: Dan Helmer, Natl. Sales Mgr.  
Phone: (717) 853-4444

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TRADEMARK  
REEL: 1479 FRAME: 0142

TRADEMARK  
REEL: 1744 FRAME: 0105







**NOTICE OF COLLATERAL ASSIGNMENT  
AND SECURITY INTEREST IN TRADEMARKS  
(The Pfaltzgraff Co.)**

This Notice of Collateral Assignment and Security Interest in Trademarks ("Notice") is made as of May 28, 1993 by The Pfaltzgraff Co., a Pennsylvania corporation with its principal place of business at 140 East Market Street, York, Pennsylvania 17401 (the "Company").

WHEREAS, the Company, certain of its subsidiaries (together with the Company, the "Borrowers") and General Electric Capital Corporation (the "Secured Party") entered into a Credit Agreement dated as of May 28, 1993 (as amended and in effect from time to time, the "Credit Agreement"), pursuant to which the Secured Party, subject to the terms and conditions set forth in the Credit Agreement, may make loans and advances and provide other financial accommodations to the Borrowers; and

WHEREAS, the Borrowers and the Secured Party have entered into a Security Agreement dated as of May 28, 1993 and a Trademark Collateral Assignment and Security Agreement dated as of May 28, 1993 (as amended and in effect from time to time, the "Trademark Agreement"), pursuant to which the Borrowers, in order to secure the payment, performance and observance of the obligations of the Borrowers to the Secured Party pursuant to the Credit Agreement, the Security Agreement or otherwise, have granted to the Secured Party a collateral assignment of and security interest in all of the Borrowers' personal property, including, the Trademark Collateral (as defined in paragraph 1 below); and

WHEREAS, the Company has adopted, used and is using, and is the owner of, the trademarks set forth on Schedule A attached hereto, which trademarks are registered with the United States Patent and Trademark Office (or for which applications for such registration have been filed and are pending) and are included in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Trademark Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Trademark Agreement, the Company has granted to the Secured Party a collateral assignment of and security interest in, among other things, the following "Trademark Collateral": (a) all of the Company's now existing

and hereafter acquired right, title, and interest in and to: all of the Company's trademarks, trade names, trade styles and service marks, including without limitation all of the trademarks of Syracuse China Corporation which were assigned to the Company as of May 5, 1993; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all renewals thereof including those trademarks, terms, designs and applications described in Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all products of any of the foregoing, including without limitation any claims by the Company against third parties for infringement of the Trademarks or any licenses (to the extent the Company may assign or encumber the same) with respect thereto, all in accordance with the terms and conditions of the Trademark Agreement.

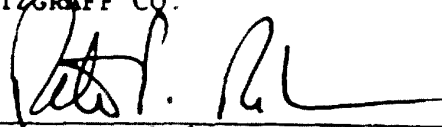
2. Pursuant to the Trademark Agreement, except as otherwise provided in the Credit Agreement the Company will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, or otherwise dispose of any of the Trademark Collateral (other than the granting of exclusive or non-exclusive licenses in the ordinary course of business) without the prior written consent of the Secured Party which consent will not be unreasonably withheld or delayed.

3. The Company and the Secured Party do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the collateral assignment of and security interest in the Trademark Collateral are more fully set forth in the Trademark Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. This instrument is made pursuant and subject to the Trademark Agreement. The Company hereby expressly authorizes the Secured Party to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of the Company's rights or interests comprising or connected with the Trademark Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.


IN WITNESS WHEREOF, the Company has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer as of the 28th day of May, 1993.

THE PFALTZGRAFF CO.

By:   
Name: PETER P. BRUBAKER  
Title: VICE PRESIDENT

ACKNOWLEDGED:

GENERAL ELECTRIC CAPITAL CORPORATION

By:   
Name: DAN PENNING  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK )

On this 28th day of May, 1993, before me personally appeared PETER P. BRUBAKER, who, being duly sworn, declared that he is the VICE PRESIDENT of The Pfaltzgraff Co., the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free and act and deed of said corporation.

  
Notary Public  
My commission expires: 2/27/98

VENABLE, BAETJER, HOWARD & CIVILETTI, LLP  
Including professional corporations

1201 New York Avenue, N.W., Suite 1000  
Washington, D.C. 20005-3917  
(202) 962-4800, Fax (202) 962-8300  
www.venable.com

OFFICES IN  
WASHINGTON, D.C.  
MARYLAND  
VIRGINIA

VENABLE  
ATTORNEYS AT LAW



June 17, 1998

Barbara L. ("Pixie") Waite  
(202) 962-4811

By Hand

Assistant Commissioner for Trademarks  
U.S. Patent and Trademark Office  
2900 Crystal Drive  
Arlington, VA 22202-3513

Attn: Box ASSIGNMENTS FEE

Re: Correction of Reel/Frame 1479/0108-0147  
Correct Receiving Party: Pfaltzgraff Investment Company  
Incorrect Receiving Party: Pfaltzgraff Co.  
Our Ref. No.: 20732.108210

Dear Sir:

Submitted herewith for the sixty registrations discussed below is the following set of documents:

- Corrected Recordation Form Cover Sheet for release of security interest from General Electric Capital Corporation to Pfaltzgraff Investment Company, with arrangements for payment of the appropriate fee for the sixty properties to be corrected; a duplicate copy of the same; and, a copy of the originally recorded document.

The release of security interest, currently recorded at Reel/Frame 1479/0108-0147, is now re-submitted to be re-recorded, in order to correct submitter's error in identifying the receiving party. The correct name of the receiving party is Pfaltzgraff Investment Co., not Pfaltzgraff Co. The correction only applies to the sixty registrations identified on the attached list entitled "B. Trademark Registration Nos.--Correction."

Please charge the requisite fee of \$1,515.00 (for recordation of one release of security interest for each of sixty registered marks: one @ \$40.00 plus fifty-nine @ \$25.00) to Deposit Account No. 22-0261. Please charge any additional fees or credit any excess fees to said Deposit Account.

RECORDED: 06/17/1998

TRADEMARK  
REEL: 1744 FRAME: 0111